

Exhibit

B



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2222-CC00433 - MAALI LLC V ACCEPTANCE INDEMNITY INSURANCE CO (E-CASE)

Case File	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/Execution
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- 05/02/2022 ☐ [Correspondence Filed](#)
LETTER
- 04/02/2022 ☐ [Alias Summons Issued](#)
Document ID: 22-SMOS-1027, for ACCEPTANCE INDEMNITY INSURANCE COMPANY.
- 04/01/2022 ☐ [Note to Clerk eFiling](#)
Filed By: JAY LEE KANZLER JR.
- ☐ [Alias Summons Requested](#)
Request for Second Alias Summons.
Filed By: JAY LEE KANZLER JR.
On Behalf Of: MAALI LLC
- 03/24/2022 ☐ [Jury Trial Scheduled](#)
Scheduled For: 09/19/2022; 9:00 AM ; MICHAEL FRANCIS STELZER; City of St. Louis
- 03/22/2022 ☐ [Alias Summons Issued](#)
Document ID: 22-SMOS-762, for ACCEPTANCE INDEMNITY INSURANCE COMPANY.
- ☐ [Motion Special Process Server](#)
Appointment of Process Server.
Filed By: JAY LEE KANZLER JR.
On Behalf Of: MAALI LLC
- ☐ [Note to Clerk eFiling](#)
Filed By: JAY LEE KANZLER JR.
- ☐ [Alias Summons Requested](#)
Request for Alias Summons.
Filed By: JAY LEE KANZLER JR.
On Behalf Of: MAALI LLC
- 03/21/2022 ☐ [Summons Issued-Circuit](#)
Document ID: 22-SMCC-1343, for ACCEPTANCE INDEMNITY INSURANCE COMPANY.
- 03/17/2022 ☐ [Summ Req-Circuit Pers Serv](#)
Request for Summons.
Filed By: JAY LEE KANZLER JR.

03/16/2022 ☐ **Judge/Clerk - Note**

SUMMONS NOT ISSUED DUE TO HOLD SERVICE NOTED ON NOTE TO CLERK EFILING MINUTE ENTRY

03/15/2022 ☐ **Confid Filing Info Sheet Filed**

Filed By: JAY LEE KANZLER JR.

☐ **Note to Clerk eFiling**

Filed By: JAY LEE KANZLER JR.

☐ **Confid Filing Info Sheet Filed**

Confidential Filing Sheet.

Filed By: JAY LEE KANZLER JR.

On Behalf Of: MAALI LLC

☐ **Pet Filed in Circuit Ct**

Petition.

Filed By: JAY LEE KANZLER JR.

☐ **Judge Assigned**

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI**

MAALI, LLC,

Plaintiff,

VS.

Cause No.

**ACCEPTANCE INDEMNITY
INSURANCE COMPANY,**

Defendant.

SERVE:

Missouri Department of Insurance
301 W High St # 630,
Jefferson City, MO 65101

PETITION

COMES NOW Plaintiff Maali, LLC (“Plaintiff”), by and through his undersigned counsel,
and for its causes of action against Defendant Acceptance Indemnity Insurance Company
(hereinafter “Defendant”) and states as follows:

PARTIES

1. Plaintiff is a Missouri limited liability company with its principal place of business located in the City of St. Louis, Missouri. Plaintiff formerly operated a business at 5805 Natural Bridge, St. Louis, Missouri 63120 known as Coast-To-Coast Market (the “Business”). Plaintiff also owned the real property located at 5805 Natural Bridge, St. Louis, Missouri 63120 (the “Property”).

2. Defendant is a stock company with its principal place of business located in Omaha Nebraska. Defendant is a wholly owned subsidiary or member of IAT Insurance Group, Inc..

3. All actions, facts, and matters attributed to Defendant were done by its duly authorized agents or employees acting within the scope and course of their agency or their employment.

4. Defendant regularly conducts business in the State of Missouri.

5. The business of Defendant in the State of Missouri includes, but is not limited to, the issuance of insurance policies covering casualty risks, general liability and auto claims, homeowner's claims, claims handling, claims adjusting, negotiation, litigation, and the defense of insureds in legal proceedings.

LAW, JURISDICTION, AND VENUE

6. The laws of the State of Missouri apply to the causes of action plead herein.

7. Venue for this cause of action is appropriate in St. Louis City, Missouri pursuant to Rev. Mo. Stat § 508.010.

8. This Court has jurisdiction pursuant to Article V, § 14 of the Missouri Constitution.

9. Defendant is subject to the jurisdiction of this Court pursuant to Rev. Mo. Stat. § 506.500, in that Defendant contracted to insure Plaintiff under a policy of insurance for property located in Missouri, and the underlying damage occurred in and under the jurisdiction of the State of Missouri, and Missouri was the place of performance under the policies of insurance.

POLICY OF INSURANCE

10. On or about September 1, 2018, the Plaintiff's Property and Business were insured under a policy of insurance issued by Defendant, Policy No. CP00057352 (the "Policy").

11. The Policy issued to Plaintiff was in full force and effect on the date of the underlying occurrence.

12. Plaintiff complied with all conditions and obligations under the Policy.

FACTS

13. On or about September 1, 2018, Plaintiff's Property and Business were damaged and burglarized.

14. Plaintiff timely reported the claim to Defendant.

15. Following the burglary, over the next thirty (30) days, Plaintiff's Property and Business were vandalized further, causing even more damage to the Property and Business.

16. Plaintiff communicated with Defendant's adjuster about the claims for damage resulting from the incidents. The Policy contained a limitation of liability of \$300,000 for the Property, \$150,000 for the Business personal Property, and \$60,000 for loss of business income. The Policy had a \$1,000 deductible.

17. On or about April 17, 2019, Plaintiff submitted an initial Sworn Statement in Proof of Loss. In response, on or about June 14, 2019, Plaintiff received from Defendant a Reservation of Rights letter.

18. Plaintiff had ongoing communications with representatives of Defendant in pursuit of his claims.

19. Plaintiff obeyed the directions provided to him directly by representatives of Defendant in guiding it through the claims process.

20. On or about July 17, 2020, Defendant tendered two checks of \$11,500 and \$1,665.94, to Plaintiff in full settlement of Plaintiff's claims under the Policy. This was a ridiculously low offer of settlement and was rejected by Plaintiff.

21. Plaintiff continued in its attempts to negotiate an equitable resolution to its claims, and made its corporate representative available for an examination under oath. Defendant, however, refused to pay the claim beyond the original offer of \$13,000.

22. On or about October 8, 2021, Plaintiff made a demand of \$107,962.10 for the Property and \$80,498.97 for the Business personal property under the Policy.

23. Defendant again refused to pay the claim or increase its offer.

24. Because Defendant has refused to pay Plaintiff's claims under the Policy, it has not been able to make the necessary repairs and replacements. Therefore, Plaintiff has not been able to resume business operations and has lost substantial revenue as a result thereof.

25. In addition, because Defendant has refused to pay Plaintiff's claims under the Policy, and it has not been able to make the necessary repairs and replacements, the Property and Business have been subjected to further vandalization and damage.

COUNT I
BREACH OF CONTRACT

COMES NOW Plaintiff and for Count I of its Petition against Defendant states and alleges:

26. Plaintiff incorporates paragraphs 1 through 25 of the Petition as if fully set forth herein.

27. Beginning in or about September 1, 2018, Plaintiff suffered an insurable loss under the Policy issued by Defendant.

28. Plaintiff met his contractual obligations by paying the Policy premiums and complying with all conditions and obligations.

29. The Plaintiff's Property and Business personal property has been damaged.

30. Under the Policy, Defendant had an obligation to pay the full amount of the claim filed by Plaintiff.

31. Defendant has refused to pay out any monies pursuant to the Policy for Plaintiff's claim beyond the ridiculously low offer of \$13,000.

32. Despite repeated demands, Defendant has failed and refused to pay Plaintiff's covered losses, in breach of the Policy and to Plaintiff's injury.

33. This refusal to pay constitutes a breach of the contract between Plaintiff and Defendant, which has been the proximate cause of Plaintiff's damages in excess of \$25,000.00.

WHEREFORE, Plaintiff prays this Court enter judgment against Defendant in such sum in excess of \$25,000, for its costs expended herein, pre-judgment interest and post-judgment interest on all sums awarded, for attorneys' fees, and for such other relief as the Court deems appropriate under the circumstances.

COUNT II
VEXATIOUS REFUSAL TO PAY BY DEFENDANT

COMES NOW Plaintiff and for Count II of its Petition against Defendant states and alleges:

34. Plaintiff incorporates paragraphs 1 through 33 of the Petition as if fully set forth herein.

35. Following the incidents of loss, Plaintiff immediately reached out to representatives of Defendant to file a claim under the Policy.

36. Plaintiff repeatedly demanded that Defendant uphold its obligation and pay monies owed under the Policy.

37. Defendant has refused to pay the claims, thereby denying the claims.

38. Defendant's refusal and denial was without just cause or excuse and was unreasonable as the facts would appear to a reasonable person.

39. Despite repeated demands, Defendant has failed and refused to pay Plaintiff's covered losses and failed to offer a legitimate explanation as to its refusal to pay under the Policy.

40. Defendant's refusal and delay are unreasonable, vexatious, and without reasonable cause and, therefore, pursuant to Rev. Mo. Stat § 375.296 and § 375.420, as amended, Defendant is liable for interest from and after the date of the submission of claim, penalties as provided by statute, costs of suit, and reasonable attorney's fees for vexatious refusal to pay. To date, Plaintiff has incurred attorney's fees, and will continue to incur such fees until this action is concluded.

WHEREFORE, the Plaintiff prays for judgment against Defendant for damages in an amount in excess of \$25,000.00 pre-judgment, for interest thereon at the legal rate pursuant to an additional sum an amount pursuant to Rev. Mo. Stat. § 375.420 for Defendant's vexatious refusal to make payment following demand for payment, for attorney's fees, and pray judgment for the costs expended herein, and pray for such other and further relief the Court may deem just and proper.

Respectfully submitted,

WITZEL KANZLER & DIMMITT, LLC

By: /s/ Jay L. Kanzler, Jr.
Jay L. Kanzler, Jr., #41298
2001 S. Big Bend Blvd.
St. Louis, MO 63117
314-645-5367
314-645-5387(fax)
jaykanzler@wkllc.com

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI**

MAALI, LLC,)	
)	
Plaintiff,)	
vs.)	
)	Cause No. 2222-CC00433
)	
ACCEPTANCE INDEMNITY)	
INSURANCE COMPANY,)	
)	
Defendant.)	
)	
SERVE:)	
Missouri Department of Insurance)	
301 W High St # 630,)	
Jefferson City, MO 65101)	

REQUEST FOR SUMMONS TO BE ISSUED

COMES NOW Plaintiff Maali, LLC ("Plaintiff"), by and through his undersigned counsel,
and requests that a summons be issued as follows:

**Acceptance Indemnity Ins. Co.
c/o Missouri Department of Insurance
301 W High St # 630,
Jefferson City, MO 65101**

Respectfully submitted,

WITZEL KANZLER & DIMMITT, LLC

By: /s/ Jay L. Kanzler, Jr.
Jay L. Kanzler, Jr., #41298
2001 S. Big Bend Blvd.
St. Louis, MO 63117
314-645-5367
314-645-5387(fax)
jaykanzler@wkllc.com



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00433	
Plaintiff/Petitioner: MAALI LLC	Plaintiff's/Petitioner's Attorney/Address JAY LEE KANZLER JR. 2001 S BIG BEND BLVD SAINT LOUIS, MO 63117	
Defendant/Respondent: ACCEPTANCE INDEMNITY INSURANCE COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at http://www.stlcircuitcourt.com/	
		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ACCEPTANCE INDEMNITY INSURANCE COMPANY

Alias:

MISSOURI DEPT OF INSURANCE
301 W HIGH ST #630
JEFFERSON CITY, MO 65101

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

***Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court. ***

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

March 21, 2022

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI**

MAALI, LLC,)	
)	
Plaintiff,)	
vs.)	
)	Cause No. 2222-CC00433
)	
ACCEPTANCE INDEMNITY)	
INSURANCE COMPANY,)	
)	
Defendant.)	
)	
SERVE:)	
Missouri Department of Insurance)	
301 W High St # 630,)	
Jefferson City, MO 65101)	

REQUEST FOR ALIAS SUMMONS TO BE ISSUED

COMES NOW Plaintiff Maali, LLC ("Plaintiff"), by and through his undersigned counsel,
and requests that an alias summons be issued as follows:

**Acceptance Indemnity Ins. Co.
702 Oberlin Road
Raleigh, NC 27695**

Respectfully submitted,

WITZEL KANZLER & DIMMITT, LLC

By: /s/ Jay L. Kanzler, Jr.
Jay L. Kanzler, Jr., #41298
2001 S. Big Bend Blvd.
St. Louis, MO 63117
314-645-5367
314-645-5387(fax)
jaykanzler@wkllc.com

IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI

MAALI, LLC,)	
)	
Plaintiff,)	
vs.)	
)	Cause No. 2222-CC00433
)	
ACCEPTANCE INDEMNITY)	
INSURANCE COMPANY,)	
)	
Defendant.)	
)	

REQUEST FOR APPOINTMENT OF PROCESS SERVER

COMES NOW Plaintiff Maali, LLC ("Plaintiff"), by and through his undersigned counsel, and requests that **Action Legal Process**, 6812 N. Oak Trafficway, Suite 2, Kansas City Missouri 63114, be appointed to server an alias summons upon defendant at the following address:

**Acceptance Indemnity Ins. Co.
702 Oberlin Road
Raleigh, NC 27695**

Respectfully submitted,

WITZEL KANZLER & DIMMITT, LLC

By: /s/ Jay L. Kanzler, Jr.
Jay L. Kanzler, Jr., #41298
2001 S. Big Bend Blvd.
St. Louis, MO 63117
314-645-5367
314-645-5387(fax)
jaykanzler@wklc.com



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00433	
Plaintiff/Petitioner: MAALI LLC	Plaintiff's/Petitioner's Attorney/Address: JAY LEE KANZLER JR. 2001 S BIG BEND BLVD SAINT LOUIS, MO 63117	
vs.		
Defendant/Respondent: ACCEPTANCE INDEMNITY INSURANCE COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Breach of Contract		

ALIAS Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: **ACCEPTANCE INDEMNITY INSURANCE COMPANY**
Alias:

702 OBERLIN ROAD
RALEIGH, NC 27695

SPECIAL PROCESS SERVER

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

March 22, 2022

Date

Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI**

MAALI, LLC,)	
)	
Plaintiff,)	
vs.)	
)	Cause No. 2222-CC00433
)	
ACCEPTANCE INDEMNITY)	
INSURANCE COMPANY,)	
)	
Defendant.)	
)	
SERVE:)	
Missouri Department of Insurance)	
301 W High St # 630,)	
Jefferson City, MO 65101)	

REQUEST FOR SECOND ALIAS SUMMONS TO BE ISSUED

COMES NOW Plaintiff Maali, LLC (“Plaintiff”), by and through his undersigned counsel,
and requests that an alias summons be issued as follows:

**Acceptance Indemnity Ins. Co.
1314 Douglas Street, Suite 1600
Omaha, NE 68102**

Respectfully submitted,

WITZEL KANZLER & DIMMITT, LLC



By: /s/ Jay L. Kanzler, Jr.
Jay L. Kanzler, Jr., #41298
2001 S. Big Bend Blvd.
St. Louis, MO 63117
314-645-5367
314-645-5387(fax)
jaykanzler@wkllc.com



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00433	
Plaintiff/Petitioner: MAALI LLC	Plaintiff's/Petitioner's Attorney/Address: JAY LEE KANZLER JR. 2001 S BIG BEND BLVD SAINT LOUIS, MO 63117	
vs.		
Defendant/Respondent: ACCEPTANCE INDEMNITY INSURANCE COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Breach of Contract		

ALIAS Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

<p>The State of Missouri to: ACCEPTANCE INDEMNITY INSURANCE COMPANY Alias:</p> <p>1314 DOUGLAS STREET SUITE 1600 OMAHA, NE 68102</p> <p>COURT SEAL OF</p>  <p>CITY OF ST LOUIS</p>	<p>You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.</p> <p align="center">April 2, 2022</p> <p align="right">  Clerk </p>
Further Information:	

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____.

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____

Non Est \$ _____

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

See the following page for directions to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.

State of Missouri

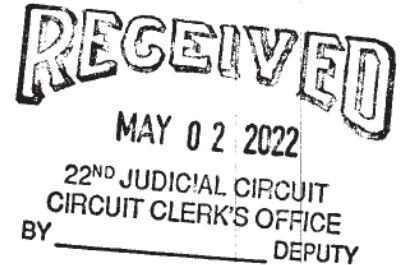
Department of Commerce and Insurance



TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

ACCEPTANCE INDEMNITY INSURANCE COMPANY
MICHAEL BLISSON
4200 SIX FORKS ROAD, SUITE 1400
RALEIGH, NC 27609

RE: Court: St. Louis City Circuit Court, Case Number: 2222-CC00433



You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Tuesday, April 19, 2022.

Director of Commerce and Insurance

AFFIDAVIT

State of Missouri,

ss.

County of Cole,

The undersigned Director of the Department of Commerce and Insurance or the Director's designated agent, hereby makes oath and certifies the original of the above notice to the above addressee was mailed at the United States Post Office in Jefferson City, Missouri on April 19, 2022 by first class certified mail prepaid as provided by section 375.906.5, RSMo. and Supreme Court Rule 54.15

Director Department of Commerce and Insurance

By:

Subscribed and sworn to before me this 19th day of April, 2022

My commission expires:



KATHRYN LATIMER
My Commission Expires
March 4, 2024
Cole County
Commission #12418395

ENTERED
MAY 12 2022

LK